AMENDATORY AGREEMENT BETWEEN NJ TRANSIT CORPORATION AND NATIONAL RAILROAD PASSENGER CORPORATION WITH RESPECT TO THE EAST END CONCOURSE LEASE OF PENNSYLVANIA STATION, NEW YORK BETWEEN THE PARTIES

This Amendatory Agreement, effective September 18, 2002 is made by and between National Railroad Passenger Corporation ("Amtrak") and New Jersey Transit Corporation ("NJT") collectively referred to as the "Parties," to clarify the understanding of the Parties regarding certain provisions of the East End Concourse Lease of Pennsylvania Station New York between the Parties dated September 29, 1997 ("Lease").

The Parties hereby agree as follows:

1. Security - (Reference Section 4.2 of the Lease.)

   a. Effective September 22, 2002, Amtrak agrees to provide and deploy police supervisors/officers within the NJT Premises to perform the duties set forth in Attachment 1, on the schedule set forth therein. The number of supervisors/officers to be provided is also set forth in Attachment 1. Such officers shall be assigned to perform duties in the NJT Premises only and shall not replace and/or reduce Amtrak police coverage elsewhere in the existing Penn Station, New York, complex where the reimbursement of such police expenses is covered by the NJ TRANSIT/Amtrak Northeast Corridor Services Agreement.

   b. With respect to Amtrak's provision of security services, NJT agrees to indemnify and save harmless Amtrak, its officers, agents, employees, and subsidiaries, irrespective of any fault of Amtrak or such persons, for all damage or for liability for personal injury or property damage which would not have been incurred but for the occupancy by NJT of the NJT Premises or the existence of NJT's commuter service; provided, however, that NJT shall have no responsibility for injury or death of those Amtrak employees working as part of the security force assigned to the NJT Premises. The risk of injury or death and of claims by such employees is expressly assumed by Amtrak and Amtrak agrees to indemnify NJT against claims with respect to injury or death of such employees.

c. For the period September 22, 2002 through January 17, 2003, NJT shall reimburse Amtrak for costs incurred by Amtrak in connection with the provision of such security services on a fixed payment basis of $23,270 per week, reduced by a rate of $60.94 per hour for hours of service not provided by Amtrak officers and $69.85 per hour for hours of service not provided by Amtrak supervisors, as per the scope of duties detailed in Attachment A.

Amtrak shall invoice NJT monthly in advance for these security service costs, which will include any adjustment, if necessary, for such costs for the prior month. NJT shall pay Amtrak the invoiced amount by the first day of the month in which security services will be provided.

Subsequent to January 17, 2003, NJT will no longer be required to make such payments to Amtrak, as NJT has agreed to provide an equivalent level of police services at Trenton Station in exchange for Amtrak's provision of police services at the NJT Premises. This arrangement is set forth in the September 18, 2002 amendment to the NJ TRANSIT/Amtrak Northeast Corridor Services Agreement dated July 1, 1993, as amended.

2. Trash Removal - (Reference Section 5.1 of the Lease.)

After the East End Concourse opens for full passenger service, but before the Thanksgiving 2002 holiday, the Parties will undertake a survey (Initial Survey) of the total volume of trash processed and the proportion generated by occupants of the NJT Premises (including contractors, lessees, sublessees and licensees, but excluding the retail tenants, lessees, sublessees and licensees of Amtrak). Until the Initial Survey is undertaken and both Parties accept the results, Amtrak shall invoice NJT 15% of Amtrak's trash removal expenses for Penn Station, New York, plus an additive of 10% to this amount as provided in the Lease. Upon acceptance of the Initial Survey results by both Parties, the Initial Survey results shall remain in effect until revised by a subsequent survey undertaken by the Parties, which shall be done at least annually or on a frequency to be agreed to by both Parties.

NJT recognizes that it needs to comply with Amtrak's policies and procedures for managing trash removal.

3. Utilities - (Reference Article VII of the Lease.)

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a. Sub-Metered - The utilities which will be sub-metered by NJT, shall include: electricity, sewer and water, and steam. Effective September 18, 2002, NJT shall be responsible for paying all direct costs attributable to the use or consumption of such sub-metered utilities within the NJT Premises, plus applicable third party meter-reading fees and a processing fee of 2% on costs invoiced.

b. Other Utility Systems - For those utility systems listed in Attachment 2 hereof, the Parties agree that NJT's pro-rata share of total costs shall equal the square footage of the NJT Premises (52,000 sq. ft.) divided by total square footage at Penn Station serviced by major utilities (382,592 sq. ft) or 13.6%. In addition to reimbursing Amtrak for the direct costs attributable to the use of such utility systems, NJT shall pay a processing fee of 2% on costs invoiced.

4. The Lease shall remain in full force and effect, except as specifically modified herein.

FOR: NJ TRANSIT

By: _____
W. R. Knapp
Vice President & General Manager

_____
Witness
D. C. Agrawal
Deputy General Manager
9-18-02
Date

FOR: AMTRAK

By: _____
David L. Gunn
President and Chief Executive Office

_____
Witness
Gilbert O. Mallery
Vice President Planning and Business Development
11-09-02
Date

Attachment 1

Scope of Work (Amtrak P.D. @ East End Concourse)

Amtrak Police will provide two (2) officers to patrol the East End Concourse on a twenty-four hour, seven-day per week basis and one (1) supervisor to direct these activities and support the above officers on an eight-hour per day, five-days per week (Monday-Friday) basis. Amtrak shall provide on a weekly basis the schedule outlining the hours for each tour of duty, including scheduled rest days, together with the names of each individual officer who worked the specific tour of duty.

Amtrak Police's duties include the following:

- Police Officer provides services to the public and enforces laws by issuing summonses, apprehending, warning, or taking into custody any lawbreakers.
- Police Officer patrols designated area, on foot, to protect life and property, maintain order, assure the observance of all statutes and local ordinances, and apprehend lawbreakers.
- Police Officer receives dispatches via radio concerning complaints or disturbances, which require immediate attention.
- Police Officer maintains order by using crowd control techniques.
- Patrol Officer administers and calls for Emergency Medical Services when necessary.
- Police Officer facilitates the remediation of miscellaneous hazard conditions by direct action or by notifying appropriate personnel in order to restore safe conditions.
- Police Officer secures scene of a crime or emergency by blocking off the area with barricades, ropes, tape, etc., and by standing guard in order to prevent damage, loss or injury.
- Police Officer promotes good will by talking casually with people, answering questions, and referring citizens to other services.
- Police Officer checks in with designated NJ Transit representatives (at least hourly) to receive information and/or instructions regarding the facility and any issues of concern. Any and all incidents requiring police officer intervention occurring in the East End Concourse must be reported as soon as reasonably possible to the NJT Police Communications Center.
- Amtrak Police provide relief officer when "regular" police officer is on break or occupied by law enforcement duties that prevent officer from patrolling his/her assigned area. There should always be an Amtrak Police Officer patrolling the designated area (East End Concourse) unless exigent circumstances prevent that activity, and a record is made of such exigent circumstances.

- During Special Events, NJT will assign its personnel to the East End Concourse at its sole cost. In those cases, Amtrak PD personnel will coordinate their activities with NJT PD personnel.
- Amtrak Police shall provide police incident reports relative to activities occurring in and about East End Concourse when requested by NJT Police.

Attachment 2

Other Utility Systems in Penn Station, N. Y.

System

1. Cooling Towers
2. Sewer Ejectors and Steam Inspection
3. Heating Season Conversion
4. Electricity Substations
5. Fire System
6. Miscellaneous Materials